

Trackstars Hire Agreement

1. The Hirer agrees to hire from the Company and the Company agrees to hire to the Hirer the Items for the Hire Period on the terms of this Agreement.

The Hirer will collect the Items from the Company at the location agreed to by the Company, on the start date and at the start time as set out in the Hire Agreement.

The Hirer will return the Items to the Company at the location agreed by the Company, on the return date and before the return time set out in the Hire Agreement.

2. Deposit, Bond & Cancellation

The Hirer must pay the Deposit in full to the Company on or before the making of this agreement. On receipt of the Deposit the Company will confirm to the Hirer if the Items are available for the Hire Period.

If the Items are not available for the hire period, then the Company must refund the Deposit to the Hirer within 7 days of receiving the Deposit.

The Hirer acknowledges that acceptance of the Deposit does not oblige the Company to hire the Items to the Hirer unless the Company has confirmed that the Items will be

available for the Hire Period.

The Hirer acknowledges that unforeseen circumstances – including but not limited to breakdowns or damage to Items may affect the availability of the Items for the Hire Period. If an Item becomes unavailable, then the Company will refund the Deposit for that Item and the Hirer agrees that they cannot make any claim against the Company for not providing the Items to the Hirer.

The Hirer must pay the Bond to the Company on or before the making of this agreement.

If the Items are returned to the

Company without damage, the Company will refund the Bond, less the Cleaning Fee, to the Hirer within 6 business days of the Items being returned to the Company.

If the Items have been damaged, or there are other deductions to be made the Hirer authorises the Company to make those deductions from the Bond without further notice to the Hirer. The Company will make all reasonable efforts to provide the Hirer with the details of any such deductions and return the balance of the Bond to the Hirer as soon as reasonably practicable.

3. For all cancellations received earlier

than 7 days prior to the Hire Agreement start date, the full deposit will be refunded. For all cancellations received within 7 days but earlier than 48 hours from the start date 100% of the deposit will be refunded. For all cancellations received less than 48 hours from the start date or if the Hirer does not collect the Items, the Deposit will be retained by the Company in full

4. Hire Price & Payment

The Hirer must pay the Hire Price to the Company as it directs before the Hire Period starts. The Hire Price is not refundable.

The Hire Price will not be returned or

adjusted if the Hirer returns the Items before the Hire Period ends or if the Hirer terminates this Hire Agreement.

5. Risk of Personal Injury and Death

The Hirer and any Nominated Rider/s who uses the Items:

(a) does so at their own risk; and

(b) acknowledges that motorcycle riding is a dangerous recreational activity with inherent risks including personal injury and death.

The Hirer acknowledges and agree that the hire and use of the Items constitutes the supply by the Company of a Recreational Service.

6. The Hirer and any Nominated Rider/

s acknowledge that the Company does not hold any insurance, including Public Liability insurance, to enable it to meet any claims by the Hirer or Nominated Rider/s.

It is strongly recommended that the Hirer and any Nominated Rider/s that use the Items have in place one or more insurance policy or policies (including but not limited to Medicare, ambulance cover, private health insurance, life insurance, third party insurance, comprehensive motorcycle insurance, personal injury insurance, permanent disability insurance or income protection insurance) which are valid and current during the Hire Period which will provide for their

financial needs and those of his or her dependants if they are injured or killed. All such policies must note the Company as an interested party.

7. Pre-Hire Inspection

The Hirer acknowledges that he/she inspected the Items at the start of the Hire Period and unless specified otherwise in the Pre-Hire Inspection, agrees that they are in a good state of repair and condition subject to the external superficial damage noted on the Pre-Hire Inspection.

8. Hirer's acknowledgements and obligations

The Hirer acknowledges and agrees that:

Only the Hirer will use the Items and or ride the motorcycle/s as specified in the Hire. The Hirer will not permit or authorise another person to use the Items or ride the motorcycle/s.

If the Items are damaged or a person suffers injury during the Hire Period, the Hirer will immediately telephone the Company on 0459838893.

9. The Hirer is over 18 years of age and hold a full Rider's license.

The Hirer will only use the Items in a proper manner and for the purpose they were intended and not for any illegal purpose.

The Hirer must wear protective clothing while riding any motorcycle including helmet, boots, gloves and one piece leather suit to meet track requirements.

The Hirer will ride each motorcycle responsibly and safely with due care and skill.

The Hirer will not misuse, damage or neglect the Items.

The Hirer will keep the Items secure while they are in the Hirer's or Nominated Rider's possession and will not part possession with the Items during the Hire Period.

The Hirer and/or Nominated Rider/s

will not ride the hired motorcycle anywhere other than at a Approved location.

The Hirer will return the Items in good order and repair having regard to their condition as set out in the Pre-Hire Inspection, reasonable wear and tear excepted.

10. The Hirer will not use the Items or allow them to be used if they become damaged or unsafe in condition. If the Hirer becomes aware that any Items are damaged or have become unsafe, they must inform the Company immediately.

The Hirer must not be, and must

ensure that each Nominated Rider is not, under the influence of drugs or alcohol when riding or handling a motorcycle and without limitation the Hirer must not, and must ensure each Nominated Rider will not, have a blood alcohol reading of greater than 0 when riding or handling a motorcycle.

11. The Hirer will not alter or affix anything to the Items or cause them to be repaired without the Company's prior written consent but for the repairing of tyres.

The Hirer will be responsible for the cost of repair to any damaged wheels or flat tyres repaired during the Hire Period as well as for any unrepaired

tyre or wheel damage caused during the Hire Period which must be repaired after the Hire Period.

12. Company's acknowledgements and obligations

The Company acknowledges and agrees that:

The Company will supply all Items in a good state of condition and repair.

The motorcycle/s have been inspected by the Company prior to the start of this Agreement as evidenced in the Pre-Hire Inspection.

Hirer and Nominated Rider(s) warranty
The Hirer and Nominated Rider(s)

warrant that they have the skill and ability necessary to ride the motorcycles set out in this Hire Agreement.

13. If the Items are not returned by the end of the Hire Period the Company may, without affecting any other rights it has under this Agreement:

(a) notify the police; and

(b) take any reasonable action to recover possession of the Items. Any costs of doing so will be payable by the Hirer to the Company.

14. General

This Agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of that State.

All prices include GST unless otherwise indicated.

This Agreement is binding on the parties on the date the last party signs the Agreement.

The parties acknowledge that the attached document to this agreement titled "Important Information For the Hirer" does not form part of this agreement.

